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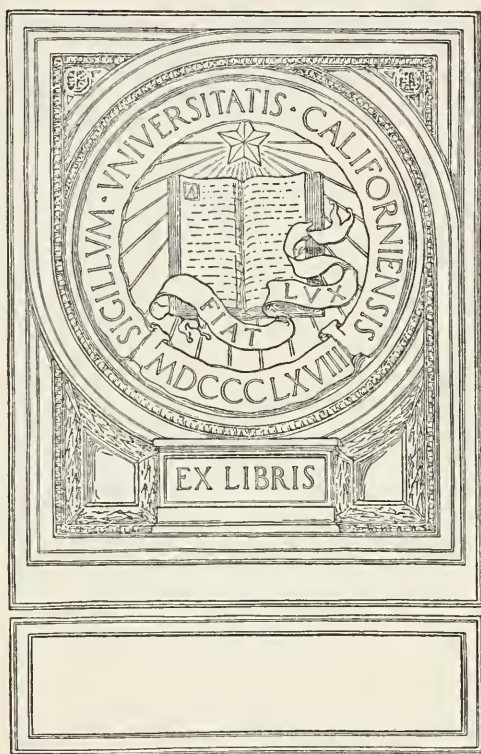
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H.C.
Union Pacific
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THE CENTRAL BRANCH, UNION PACIFIC
RAILWAY COMPANY.

RECORDED
INDEXED
JUN 30 1898
FBI - ST. LOUIS

MORTGAGE DEED.

June 30th, 1898.

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This Indenture, made this thirtieth day of June, A. D. eighteen hundred and ninety-eight, between "The Central Branch Union Pacific Railway Company," a railroad corporation, in this year duly organized and existing under that name under the laws of the State of Kansas, first party, and the Union Trust Company of New York, a corporation duly organized and existing under the laws of the State of New York, second party, witnesseth :

WHEREAS, first party is a railroad corporation, organized, as aforesaid, under the laws of the State of Kansas, for the purpose of purchasing, acquiring, owning and operating a railroad in said State of Kansas, heretofore owned by "Central Branch Union Pacific Railroad Company" ; and

WHEREAS, in order to purchase, acquire and operate its said railroad, and for the purposes set forth in its certificate of incorporation, duly executed, filed and recorded, as required by the laws of the State of Kansas, the first party has resolved to issue its certain first mortgage bonds, amounting in the aggregate to the sum of two million five hundred thousand dollars, each of the denomination of one thousand dollars, being in the form hereinafter set forth, with the privilege to issue one temporary bond for the full amount of two million five hundred thousand dollars as hereinafter provided, and has further resolved, for the purpose of securing the payment of said bonds, to execute and deliver to second party this indenture of mortgage on all the railroad and property of the first party hereinafter described ; and

WHEREAS, each of said one thousand dollar bonds is to be substantially in the words and figures following, to wit :

M114730

UNITED STATES OF AMERICA,

State of Kansas.

\$1,000.

(Vignette.)

No.

THE CENTRAL BRANCH UNION PACIFIC RAILWAY
COMPANY

First Mortgage Four Per Cent. Gold Bond.

The Central Branch Union Pacific Railway Company, for value received, promises to pay to the Union Trust Company of New York, or bearer (or in case this bond be registered, then to the registered holder hereof) the sum of

ONE THOUSAND DOLLARS,

in gold coin of the United States of America of, or equivalent to, the present standard of weight and fineness, at its office or financial agency in the City of New York, on the first day of June, in the year nineteen hundred and forty-eight, and to pay interest thereon from the first day of June, 1898, at the rate of four per centum per annum, payable semi-annually in like gold coin on the first day of June and December in each year, upon presentation and surrender of the respective coupons hereto annexed as they shall severally become due, at its office or financial agency aforesaid.

Both principal and interest of this bond are payable without deduction for any tax or assessment which said Railway Company may be required to pay or retain therefrom by reason of any present or future law. The Railway Company hereby agrees to pay such taxes or assessments.

This bond is one of a series of bonds of like tenor, amount and date, numbered consecutively from one upwards, and issued to an amount not to exceed in the

aggregate \$2,500,000 at any one time outstanding; all of which bonds are issued under and are equally secured by a mortgage or deed of trust of this obligor, bearing date June 30th, 1898, to the Union Trust Company of New York as Trustee.

If default shall be made in the payment of any semi-annual installment of interest on this bond when same shall become due and be demanded and such installment shall remain unpaid for six months after such demand, the principal of this bond may become due and payable in the manner provided in said mortgage or deed of trust.

This bond may, at the option of the holder, be registered as to the principal thereof on the books of the railway company at its office or financial agency in the city of New York, and the principal thereof shall then be payable only to the registered owner named therein; such registration shall not affect the negotiability of the coupons by delivery merely. After such registration, certified thereon, no transfer except upon the books of the railway company shall be valid, unless the last transfer shall have been to bearer on said books, after which this bond shall pass by delivery as at first, but shall continue subject to successive registrations and transfers to bearer at the option of each holder. The coupons of this bond may be surrendered and cancelled, in which event both principal and interest shall then be payable only to the registered holder.

This bond shall not be valid for any purpose or in the hands of any person until duly authenticated by the certificate of the said Union Trust Company of New York, or its successor, duly endorsed hereon and signed by the Trustee, to the effect that it is one of the bonds secured by said mortgage or deed of trust.

IN WITNESS WHEREOF The Central Branch Union Pa-

cific Railway Company has caused these presents to be signed by its President or Vice-President, and attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this thirtieth day of June, 1898.

THE CENTRAL BRANCH UNION PACIFIC
RAILWAY COMPANY,

by

President.

Attest :

Secretary.

(FORM OF COUPON.)

The Central Branch Union Pacific Railway Company will pay to bearer, at its office or financial agency in the City of New York, Twenty Dollars in United States gold coin on the first day of _____, without deduction for taxes, being six months' interest then due on its First Mortgage Four Per Cent. Bond No. _____.

Treasurer.

(TRUSTEE'S CERTIFICATE.)

The Union Trust Company of New York hereby certifies that the within bond is one of the series described in the within-mentioned mortgage.

UNION TRUST COMPANY OF NEW YORK,
Trustee.

by

President.

NOTICE.

No writing on this Bond except by an officer of the Company.

Date of Registry.	In whose name Registered.	Transfer Agent.

AND WHEREAS, said temporary bond for two million five hundred thousand dollars, if issued, is to be substantially in the same form except as to amount, and with a provision for exchanging the same at any time for twenty-five hundred bonds of one thousand dollars each, and is to be identified by a similar certificate of second party ;

AND WHEREAS, the execution and delivery of this indenture of mortgage and of the bonds hereby secured have been duly authorized by the Board of Directors and stockholders of the first party, in order to purchase, acquire and pay for the railroad franchises and premises herein mortgaged by the first party to the second party hereto ;

Now, for the purpose of securing due and prompt payment of the principal of said bonds and each of them, and of the interest thereon according to their tenor and effect, and in consideration of the sum of one dollar to it in hand paid by second party, the receipt whereof is hereby acknowledged, first party, said "The Central Branch Union Pacific Railway Company" has

granted, bargained, sold, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, assign, transfer and convey unto second party, the Union Trust Company of New York, its lawful successor or successors in the trusts hereby created, and assigns,

ALL and singular the railroad and franchises of the said The Central Branch Union Pacific Railway Company, which were conveyed to it by deed of conveyance dated June 30th, 1898, executed by Simon Borg, of New York City, and Gilmer Clapp, of the city of Boston, described as follows, to wit:

All and singular the railroad on the first day of May, 1865, owned by the Atchison and Pike's Peak Railroad Company, afterwards known as the Central Branch Union Pacific Railroad Company, and then in process of construction, or thereafter to be constructed from the town of Atchison, in the State of Kansas, on the Missouri river, and extending westerly one hundred miles, and the telegraph line constructed and then to be constructed in connection with said one hundred miles of railroad as fully and effectually as if the whole of said one hundred miles of railroad and telegraph line had then been completed; and also all the lands, tenements and hereditaments of the said Atchison and Pike's Peak Railroad Company and Central Branch Union Pacific Railroad Company acquired and appropriated by it for the purpose of the right of way for a single or double track railroad for said one hundred miles and all the lands of said railroad company acquired and appropriated, or which have thereafter been acquired and appropriated by it for sidetracks, turnouts, depots, engine houses, car houses, station houses, warehouses, machine shops, workshops, superstructures, erections and fixtures

appertaining thereto whether then owned or held or thereafter acquired by said railroad company ; and also so many and such parts and portion of all the locomotives, tenders, passenger cars, freight cars, other cars, carriages, tools, instruments, machinery equipments, implements, goods and chattels for said railroad and telegraph line or either of them then held or which have thereafter been owned or acquired by said railroad company and belonging, appertaining or in any manner relating to or connected with said railroad or telegraph line or either of them ; or the running or operating of the same or either of them, as may be the equal *pro rata* proportion thereof for said one hundred miles, as part of, and which said one hundred miles may bear to the whole of said railroad or telegraph line which may have been constructed or run or operated by said railroad company ; and also all corporate franchises which were then or thereafter have been held, possessed or exercised by said railroad company, embraced in or attached to or comprising said one hundred miles of railroad or telegraph line or either of them, being the same railroad properties and franchises which were conveyed to said Simon Borg and Gilmer Clapp, by deed dated June, 1898, executed by Hiram P. Dillon as Special Master under and pursuant to decrees of the Circuit Court of the United States for the District of Kansas, made in a certain suit therein pending, wherein Samuel Carr and Oakes Ames are complainants and Central Branch Union Pacific Railroad Company and others are defendants.

Together with the real estate, railway, rails, bridges, piers, fences, privileges, rights and franchises owned and hereafter to be acquired by said first party appertaining or belonging to said above-described railroad, and all lands now or hereafter used or occupied for rail-

road depots or stations, and all buildings erected and which may hereafter be erected thereon, and all locomotives, tenders, cars, carriages, tools, machinery, equipments, fuel and supplies now and hereafter belonging to or used and operated in connection with or on said railroad, now owned and hereafter acquired by said first party or in any way belonging or appertaining to said above-described railroad, together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining thereto, the reversion and reversions, remainder and remainders, income, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said Central Branch Union Pacific Railway Company of, in and to the said above-described railroad and every part and parcel thereof, with the appurtenances, including all books, papers, deeds, muniments of title and all other books, papers and documents useful or convenient, for the possession, use, or operation of said railroad, or of the appurtenances, rents, issues and profits thereof ; TO HAVE AND TO HOLD said railroad property, franchises, effects and estate hereby granted, with all and singular the appurtenances thereunto belonging or in any way appertaining to said second party, and to its successor or successors and assigns forever, IN TRUST, nevertheless, for the purpose of securing the payment of the said bonds aggregating in amount two million five hundred thousand dollars and the interest thereon, when the same shall become due according to their tenor and effect, to the persons or corporations respectively who may become the holders of said bonds or either or any of them, without preference or priority as between one or more of said bonds over the residue or remainder thereof,

by reason of any priority in issue, negotiation or sale of any one or more of said bonds as compared with the issue, negotiation or sale of the residue or remainder thereof, and for such purpose it is stipulated, covenanted and agreed by and between the parties to these presents as follows, to-wit :

ARTICLE FIRST.

Until default in the performance of the promises, covenants, or undertakings, or of some of them, on the part of first party to be performed, first party shall have the right to remain in possession of all of said property, effects and estates hereinbefore granted, and shall be suffered and permitted to possess, manage, operate and enjoy the same unless and until second party or its successors shall become entitled to enter upon or take possession of the said property and its appurtenances and equipments and the revenues thereof, or shall become entitled to take proceedings in any Court of law or equity to enforce the provisions of this trust, and the promises, covenants and undertakings by first party to be performed, or to foreclose the equity of redemption of first party in the property hereby conveyed under the conditions, covenants, stipulations and provisions hereinafter contained.

ARTICLE SECOND.

No bond issued under and secured by this mortgage shall be valid or effective for any purpose until the same shall be certified by second party to be one of the series of bonds described in this Indenture.

The number of bonds which may be issued by first party, under and secured by this mortgage, and certi-

fied as aforesaid by second party, is limited to one bond of two million five hundred thousand dollars, or two thousand five hundred bonds of one thousand dollars each, amounting in the aggregate to two million five hundred thousand dollars, as hereinafter provided.

Said bonds shall, without further corporate action, be certified as aforesaid by second party, and delivered to first party by second party upon the written requisition of first party, signed by the President or Treasurer of first party.

First party agrees to provide proper facilities in the City of New York for the registration of the bonds secured hereby.

ARTICLE THIRD.

Whenever and so often as any default shall be made in the payment of any interest on any of said bonds at the time when the same shall become due and payable and be demanded, and such default shall continue for six months after such demand, then and in such case the principal of said bonds then outstanding shall, if the second party hereto shall in writing so elect, forthwith become due and payable, anything to the contrary herein or in said bonds contained notwithstanding; provided, however, that upon the written request of the holders of a majority of said bonds hereby secured and then outstanding, second party shall waive such default so far and so far only as such default makes the principal of said bonds due prior to the due date thereof upon such terms as shall be expressed in such request, and provided, further, that such waiver shall affect no subsequent default.

Such written request can be made only at a meeting of bondholders, called by the holders of bonds to the

amount of at least one hundred thousand dollars, and by resolution duly passed thereat. Notice of the time, place and purpose of such meeting must be published in two daily papers published in the city of New York twice in each week for two weeks.

A copy of the resolution adopted at such meeting and certified by the Secretary thereof must be presented to second party. The certificate of such Secretary shall also state the numbers of the bonds voting in favor of such resolution, and such bonds or sufficient thereof to constitute a majority of the bonds outstanding must, if demanded by second party, be exhibited to second party.

The provisions herein contained as to evidence of the proceedings of meetings of bondholders are for the benefit of second party and are not conditions of the exercise of the power, and may be waived by second party.

ARTICLE FOURTH.

In case default shall be made in the payment of any interest upon any of said bonds, when the same shall become due and payable and be demanded, and such default shall continue for three months, or in case default shall be made in the payment of the principal of any of said bonds when the same shall become due and payable, or in case default shall be made in the performance by first party of any of the covenants, promises or agreements by it to be performed, pursuant to the provisions hereof, then second party, its successors or assigns, may enter upon all and singular the railroad property and premises hereby conveyed or intended to be conveyed, and may have, use and operate the same, and from time to time may make all needful repairs, replacements and such alterations,

additions and improvements to said railroad as may, in the judgment of second party, be necessary for the proper working of the same, and may receive the tolls, freights, income and profits thereof, and after deducting the expenses of operating and managing said railroad and property, and of such repairs, replacements, additions and improvements, as well as just compensation for its own services, and the services of such managers, servants, attorneys and counsel as may have been by it employed, shall apply the money accruing as aforesaid to the payment of the interest accrued upon said bonds, and to the payment of the principal thereof, if the same is due, without discrimination or preference between said bonds, and shall thereafter pay over any surplus to first party, its successors or assigns, or as any Court of competent jurisdiction shall order, and shall thereupon restore the said railroad and other property to first party ; provided, however, that in case second party shall take possession of said property as herein provided, then whenever second party shall have been able to pay out of the income of said property all arrearages of interest due on said bonds, and whenever a majority of the bondholders shall have waived default, as hereinbefore provided, second party shall redeliver said property to first party ; and provided also that in case of any default as aforesaid, second party may, and upon the written request of the holders of one-fourth of the bonds outstanding shall, either with or without entry, sell or cause to be sold the railroad, franchises and property, real and personal, hereby conveyed or intended so to be, and all benefit and equity of redemption of first party in and to the same and every part thereof, with the benefit of the franchises aforesaid, which said last-mentioned sale shall be at public auction in the city of Atchison, State

of Kansas, on reasonable notice of the time and place of such sale; and in the event of such sale second party, or its successor in this trust, shall make and deliver to the purchaser of said premises good and sufficient deeds of the same in fee simple and such bills of sale as may be necessary; and upon the delivery of such deeds and bills of sale such sale and conveyance shall be a perpetual bar both in law and in equity against first party, its successors and assigns and all other persons claiming by, through or under it, of all right, title and claim in and to said railroad premises and property and every part and parcel thereof.

PROVIDED FURTHER, that in case of any such default as aforesaid it shall be at the option of second party, and it shall have full power; to exercise any of the powers herein and hereby granted, or to apply to any Court of competent jurisdiction for any such relief as second party may be entitled to in the premises.

AND PROVIDED FURTHER, that no holder of any of said bonds shall be entitled to bring any action for relief under this instrument unless and until second party, on the written request of the holders of at least one-fourth of the said bonds then issued and outstanding, shall have refused to discharge its duties hereunder.

AND PROVIDED FURTHER, that in case of any sale of said premises and property, whether by second party under any power herein granted, or in pursuance of the decree of any Court of competent jurisdiction, the second party, or its successors, may, and at the request in writing of the holders of the majority of the bonds outstanding, shall bid for and purchase said property, real and personal, or any part thereof, in behalf of the holders of all of said bonds, as well those not unit-

ing as those uniting in such request, but second party shall not in any such case bid any greater sum than the amount of bonds then issued and outstanding, together with accrued interest, costs, and expenses, and shall in no case be bound to make any bid at any such sale unless provided with money sufficient for that purpose.

In case of such purchase, second party shall hold the premises so purchased in trust for the holders of said bonds.

In case second party shall under the provisions hereof sell the said mortgaged property it shall, after deducting the expenses thereof and all other expenses legally made or incurred by it and just compensation for its own services and the services of such managers, servants, attorneys and counsel as may have been by it employed, apply the net proceeds of such sale to the payment of the principal and interest of said bonds without discrimination or preference between principal and interest and shall thereafter pay over any surplus to first party, its successors and assigns or as any Court of competent jurisdiction shall order.

ARTICLE FIFTH.

It is hereby stipulated and agreed that the payment by any purchaser of said property to second party or its successor as Trustee as aforesaid, of the price or purchase money of any property so sold, and the receipt of second party or its successor for the same, shall be a sufficient discharge to such purchaser or purchasers and such purchaser or purchasers shall not thereafter be liable or responsible to any extent for the proper application by second party or its successor of any such purchase money or any part thereof.

At any sale had pursuant to these presents, whether

judicial or otherwise, bonds and coupons secured hereby shall be received from the purchaser in payment of the amount which shall be payable and distributable thereon from or out of the proceeds of sale, and the amount at which they are so received, if less than the full amount due thereon, shall be endorsed on such bonds and coupons, and the same delivered to the holders thereof.

ARTICLE SIXTH.

First party hereby covenants and agrees to and with second party, its successors and assigns, that first party shall and will from time to time, and at all times hereafter, so long as any of said bonds shall remain outstanding, make, execute, acknowledge and deliver to second party, its successors and assigns, all such other and further assurances, conveyances and deeds for the better conveying and assuring to second party, or its successors, for the purposes and upon the trusts expressed herein, the said railroad and other property hereinbefore mentioned, or intended so to be, and all property and franchises which may hereafter be acquired by said first party in connection with, or belonging to, or appertaining to, or used in connection with said railroad or any part thereof, as by second party, its successors and assigns, or by its or their counsel, may reasonably be devised, advised or required.

ARTICLE SEVENTH.

First party further covenants and agrees to and with second party, that first party will from time to time, and at all times hereafter so long as any of said bonds shall remain outstanding and unpaid,

pay all taxes and assessments of every kind, name and nature, which may be assessed on the property hereby conveyed, or any part thereof; and if any default shall be made by the first party in paying such taxes or assessments for so long a time as to cause a penalty by law to attach to such tax or assessment by reason of the delay in the payment thereof, then, and upon the attaching of such penalty, and by reason thereof, the said bonds which may be then outstanding shall, at the option of the second party, immediately become due and payable, and second party, its successors and assigns, may enter upon and sell and convey the property hereby conveyed upon the same terms and conditions, and in the same manner, and may institute such suit or suits, as are hereinbefore expressed and provided for, with respect to a default in the payment of interest; but the right of second party and its successors and assigns so to enter upon said property, and to sell and convey the same, and to institute suits in respect thereto may be waived by second party upon payment by first party of said taxes and assessments, or may be waived by the vote of the holders of a majority of the bonds at a meeting of the holders thereof, called as hereinbefore provided. At such or any meeting the holders of bonds may vote by proxy.

. ARTICLE EIGHTH.

Second party, its successors and assigns, shall have full power in its or their discretion, upon the written request of first party, to release to the purchaser thereof from first party any lands or property acquired or held by first party for the purposes of stations, depots, shops or other buildings in connection with said railroad which shall in the judgment of said

second party, its successors or assigns, be unnecessary for use in connection with said railroad; and also to release as aforesaid, on like request, to such purchaser or purchasers, lands not occupied by first party's roadbed, stations, depots, shops or other buildings which have become useless or unnecessary for the operation of said railroad, and which may at any time have been acquired by first party.

Second party and its successors and assigns may consent to any change in the location of the tracks or depots or other buildings aforesaid as in its judgment shall have become expedient, and may make and deliver all releases necessary to carry such changes into effect, but any lands or property which may be acquired in payment and for use in substitution for any so released, shall be conveyed by first party to second party upon the trusts and for the purposes of these presents.

Second party shall also have full power in its discretion to allow first party from time to time to dispose of such portion of the equipment, machinery, implements and rolling stock of the said railroad as may become unfit for use, the same being replaced by new equipments, machinery, implements and rolling stock, which shall become and be made subject to the operations of these presents by conveyance, transfer or otherwise to second party, its successors or assigns, by first party.

Should first party desire to sell or exchange any of said lands, equipment, machinery, implements and rolling stock and to obtain second party's release as aforesaid, then first party, over the hand of first party's secretary, shall certify to second party the lands or other property desired to be released. Such certificate shall state the purchase price of such property and the

property if any to be substituted for the property sold. Upon delivery of such certificates second party shall in its discretion, execute and deliver such release or assent to any sale. Second party shall in no event be liable for the exercise of such discretion or for the delivery of such release or consent, and shall be under no obligation to inquire into the value of any property substituted for property sold.

ARTICLE NINTH.

First party hereby covenants and agrees to and with second party that first party will faithfully pay and discharge the said several sums of money in said bonds and coupons mentioned, at the times when they shall respectively become due. Upon payment of said several sums by said first party, all and singular the property mentioned and described in this instrument shall revert to first party, free and discharged from all lien or incumbrance hereby, without the execution by second party of any instrument whatever. Second party will nevertheless, upon a reasonable demand by first party, execute and deliver to first party all such releases, receipts and acquittances as may be appropriate and reasonable under the circumstances.

ARTICLE TENTH.

It is agreed that first party may issue and deliver its bond for two million five hundred thousand dollars, of the same tenor in other respects as the bond hereinbefore set out in full, so far as the same is applicable, and that such bond may be certified by second party as the bond described in this mortgage; and that

the first party and the holder of said bond may at any time surrender the said bond for two million five hundred thousand dollars and cancel the same, and that thereupon first party may substitute in place of said bond for two million five hundred thousand dollars, twenty-five hundred other bonds, each for one thousand dollars, of the tenor and effect of the bond for one thousand dollars hereinbefore set out in full.

ARTICLE ELEVENTH.

It is further agreed by and between the parties to these presents, that second party hereby accepts the trust conferred upon it by these presents, but with the understanding, and it is hereby expressly provided and agreed, that second party shall not be liable or accountable for the acts, default or neglect of any agent or agents who may be appointed under or by virtue of or for the purposes of these presents to do any of the matters or things herein provided for, and that no liability or responsibility shall, under any circumstances, be borne by or attach to second party, other than for the exercise of reasonable diligence in the performance of said trust when action on its part for that purpose shall become necessary; and further, that second party shall be under no obligation to give notice of the lien created hereby to any person; to file or record this instrument as a chattel mortgage, or to insure said mortgaged premises unless placed in funds wherewith to effect such insurance. The recitals of fact herein contained are those of first party and second party is not accountable for the accuracy thereof.

Second party shall be entitled to a reasonable compensation for its services hereunder, and first party agrees to pay the same and such expenses as second

party may incur in the execution of the trust hereby created, and the same are a lien on the mortgaged property and prior to the claim of the bondholders.

The covenants, agreements and provisions herein contained shall bind the respective legal representatives successors and assigns of the parties hereto.

IN WITNESS WHEREOF first party has caused these presents to be executed by its President and attested by its Secretary and its corporate seal to be hereunto affixed ; and second party, as evidence of its acceptance of said trust has caused these presents to be executed by its President, attested by its Secretary and its corporate seal to be hereunto affixed the day and year first above written ; this indenture being executed in five parts each one of which is an original with the same force and effect under all circumstances as if all the parts were produced and present.

THE CENTRAL BRANCH
[L. S.] UNION PACIFIC RAILWAY COMPANY.

By

JAMES M. HAM,
President.

Attest :

FRED S. BLAKESLEE,
Secretary.

[L. S.] UNION TRUST COMPANY OF NEW YORK.

By

EDWD. KING,
President.

Attest :

J. V. B. THAYER,
Secretary.

STATE OF NEW YORK, }
City and County of New York, } ss. :

Be it remembered, and I do certify that on this 30th day of June, in the year one thousand eight hundred and ninety-eight, in said city and county aforesaid, before me, the undersigned, Chas. Edgar Mills, a Notary Public in and for the City and County of New York, in the State of New York, and a Commissioner of Deeds in and for the State of Kansas, duly appointed, qualified and commissioned as such, personally appeared James M. Ham and Fred S. Blakeslee, whose names are signed to the foregoing instrument and mortgage deed, bearing date June 30th, A. D. 1898, as President and Secretary, respectively, of The Central Branch Union Pacific Railway Company, with whom I am personally acquainted, and who are personally known to me to be the President and Secretary, respectively, of The Central Branch Union Pacific Railway Company, and to be the same persons whose names are subscribed to, and who executed, the foregoing instrument and mortgage deed as such President and Secretary, respectively, as for said company, the grantor in said instrument and mortgage deed, and they, for themselves and on behalf of said The Central Branch Union Pacific Railway Company, did on this day severally duly acknowledge the execution of the foregoing instrument and mortgage deed as and for the act of said company freely and voluntarily, and that they executed, signed, sealed and delivered the said instrument and mortgage deed as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

And the said James M. Ham and Fred S. Blakeslee, being first duly sworn according to law, did each for himself depose and say, that he the said James M.

Ham resides in the city of New York, and that he the said Fred S. Blakeslee resides in the city of New York, in the State of New York; that the said James M. Ham, is President and the said Fred S. Blakeslee is the Secretary of the said, The Central Branch Union Pacific Railway Company, and that their names respectively signed in attestation of the foregoing mortgage deed are in their own handwriting respectively; that they know the corporate seal of said company; that the seal affixed to the foregoing instrument is the common and corporate seal of said company and was thereto affixed by authority of the Board of Directors of the said company, and that they signed their names thereto by like authority as President and Secretary respectively of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seals the day and year first above written.

CHARLES EDGAR MILLS,
Notary Public for New York County,
State of New York.

.....
Notarial Seal.
.....

Commissioner of Deeds for the
State of Kansas in New York.

.....
Comm'r of
Deeds' Seal.
.....

STATE OF NEW YORK, {
City and County of New York, { ss. :

Be it remembered, and I do certify, that on this 30th day of June, one thousand eight hundred and ninety-eight, in said city and county aforesaid, before me, the undersigned, Charles Edgar Mills, a Notary Public in and for the city and county of New York, in the State of New York, and a Commissioner of Deeds in and for the State of Kansas, duly appointed, qualified and commissioned as such, personally appeared Edward King and J. V. B. Thayer, whose names are signed to the foregoing instrument and mortgage deed, bearing date the 30th day of June, A. D., 1898, as President and Secretary respectively of the Union Trust Company of New York, with whom I am personally acquainted, and who are personally known to me and known by me to be the President and Secretary respectively, of The Union Trust Company of New York, and to be the same persons whose names are subscribed to and who executed the foregoing instrument and mortgage deed as such President and Secretary respectively, as and for said Company, the grantee in said instrument and mortgage deed, and they, for themselves, and on behalf of said Union Trust Company of New York, on this day severally duly acknowledged the execution of the foregoing instrument and mortgage deed to be the act of said company freely and voluntarily, and that they executed, signed and sealed the said instrument and mortgage deed freely and voluntarily as such President and Secretary, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

And the said Edward King, President, and J. V. B.

Thayer, Tecretary, being first duly sworn according to law, did each for himself depose and say that he the said Edward King and J. V. B. Thayer respectively reside in the city of New York in the State of New York; that he the said Edward King is President and he the said J. V. B. Thayer is the Secretary of the Union Trust Company of New York, and that their names respectively signed in attestation of the foregoing mortgage deed are in their own proper handwriting respectively; that they know the corporate seal of said company; that the seal affixed to the foregoing instrument is the common and corporate seal of said company and was thereto affixed by authority of the Board of Trustees of said company, and that they signed their names thereto by like authority as President and Secretary respectively of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seals the day and year first above written.

CHARLES EDGAR MILLS,

Notary Public's
Seal.

Notary Public for New York County,
State of New York

Comm'r of
Deeds' Seal.

Commissioner of Deeds for the
State of Kansas in New York.

Binder

Gaylord Bros., Inc.

Stockton, Calif.

T. M. Reg. U. S. Pat. Off.

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